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engineering design data for each such Attachment, and upon review of such information, Owner may require the Licensee to (1) make or pay for such modifications as may be specified by mutual consent of the parties or, if the parties in good faith cannot agree, as determined by a Referee pursuant to Article XIX to comply with applicable safety codes and the terms of this Agreement or (2) if the Licensee has placed during the past twelve (12) months Unauthorized Attachments at three (3) or more different pole line locations or if non-approval of Appendix A or Appendix B is justified, remove the Unauthorized Attachment at Licensee's expense within 180 days after receipt of written notice from the Owner. Nothing herein shall relieve the Licensee of its obligation to maintain Attachments at all times in conformity with Article III.

ARTICLE X

ABANDONMENT OF JOINT USE POLES

If the Owner desires at any time to abandon any Joint Pole, it shall, except as provided in Article VII, Section D, give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If at the expiration of said period the Owner and any third parties shall have no Attachments thereon, but Licensee has not removed its Attachments, such pole shall thereupon become the property of the Licensee, as is, and the Licensee shall save harmless the former Owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such pole or of any Attachments thereon; and shall pay the Owner the then depreciated value in place of the pole to the Owner. The former Owner shall further evidence transfer of title to the pole by appropriate means. The Licensee may at any time abandon the use of a joint pole by removing there from any and all Attachments it may have thereon and by giving written notice thereof.

ARTICLE XI

ADJUSTMENT PAYMENTS

- A. At intervals of five (5) years, unless otherwise mutually agreed by the parties, an actual inventory of Joint Poles shall be made by representatives of the parties (the "Actual Inventory").
- B. When a third-party is to perform the inventory, each party shall provide a list of its approved contractors to participate in a bid. The parties shall cooperate in the selection of the contractor. However, if one party owns 75% or more of the Joint Use Poles based on the most recent accounting, it shall have the right to select the contractor. If the Parties cannot agree upon a contractor, each Party shall select their own representative to conduct an inventory, with the cost of such representative to be borne by the Party employing them.
- C. At the request of either party, an Actual Inventory shall be initiated within a year of the Effective Date and be promptly completed as the parties may more particularly agree. For the purpose of such Actual Inventory, any pole used by the Licensee for the sole purpose of attaching wires or cables thereto, either directly or by means of a pole top extension fixture, in order to provide clearance between the facilities of the two parties as distinguished from providing support for such wires or cables, shall not be considered as a Joint Pole, but all other

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poles of the Owner on which the Licensee has an Attachment shall be considered Joint Poles. Each party shall share equally the net cost of making the Actual Inventory.

D. If there is any difference in the number of attachments found by the Actual Inventory and the number arrived at by tabulated by those reported, correction will be made by retroactive billing for any attachments identified as being responsible for the difference, and any remaining difference will be spread evenly over the years since the last Actual Inventory and billed at the rates in effect for those years.

E. The applicable computation of payments and calculations as above provided shall be made on or about December 1st of each year, each party acting in cooperation with the other.

F. Adjustment payments per pole due from one party as Licensee to the other party as Owner shall be as indicated in the table below. The Electrical Distributor shall pay the amounts in Column "A" for each Joint Pole owned by the Telephone Company and the Telephone Company shall pay the amounts in Column "B" for each Joint Pole owned by the Electrical Distributor. The smaller total sum shall be deducted from the larger and the Electrical Distributor or the Telephone Company, as the case may be, shall pay to the other the difference between such amounts. The adjustment payment herein provided shall be paid within forty-five (45) days after the date of the invoice.

ANNUAL ADJUSTMENT PAYMENT PER POLE (or "RATE")

	A	B
Duration	Amount Payable by Electrical Distributor	Amount Payable by Telephone Co.
Jan. 1, 2008– Dec. 31, 2008	\$28.00	\$28.00
Jan.1, 2009 – Dec. 31, 2009	\$29.71	\$29.71

For years after 2009, the annual adjustment payment shall be determined by applying the most recent 12 months' percentage change between the two preceding July 1 index numbers in the Handy Whitman Index (HWI) for the South Atlantic Region Account 364, Poles Towers and Fixtures, to the previous year's rate, rounded to two places (.xx) to get a new adjusted rate. In the event the HWI is no longer usable for this purpose, the parties shall use the Consumer Price Index—All Urban Consumers—Not Seasonally Adjusted for the South Urban Area, or such other index as is the closest equivalent thereof. The rate new adjusted for each such year shall be calculated as follows:

For 2010, and subsequent years, the Current Rate (CR) shall be adjusted by the Percentage of Change (PC) in the HWI, or other index, for the Telephone Company and the Electrical Distributor. The New Adjusted Rate (NR) shall apply to all rentals from January 1 to December 31.

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The formula for determining the Percentage Change (PC) shall be:

$$PC = (HWI \text{ Current Year} - HWI \text{ Previous Year}) / HWI \text{ Previous Year}$$

[For example, for 2010, the $PC = (HWI 2010 - HWI 2009) / HWI 2009$.]

The formula for determining the New Adjusted Rate shall be:

$$NR = (1 + PC) * CR$$

[For example, for 2010, the $NR = (1 + PC 2010) * CR 2009$.]

ARTICLE XII

DEFAULTS

A. If either party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after due notice thereof in writing by the other party via certified mail to the operational and legal addresses referenced in Article XVIII, the party not in default may suspend the rights of the party in default insofar as concerns the granting of future joint use by sending written notice of such suspension via certified mail to the operational and legal addresses referenced in Article XVIII and if such default shall continue for a period of ninety (90) days after such suspension, the party not in default may forthwith terminate this Agreement as far as concerns the future granting of joint use.

B. If after thirty (30) days of receipt of written notice via certified mail to the operational and legal addresses referenced in Article XVIII either party shall make default in the performance of any work it is obligated to do under this Agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such a payment within thirty (30) days upon presentation of bills therefore shall, at the election of the other party, constitute a default under Section A of this Article.

ARTICLE XIII

RIGHTS OF OTHER PARTIES

A. If either of the parties hereto has, prior to the execution of this Agreement, conferred upon others, not parties of this Agreement ("Outside Parties"), by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments shall continue in accordance with the present practice; all future Attachments of such Outside Parties shall be in accordance with the requirements of Section B below, except where such Outside Parties have by agreements entered into prior to the execution of this agreement acquired enforceable rights or privileges to make Attachments which do not meet such space allocations. Owner shall derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.

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B. If either party hereto desires to confer upon others not parties to this agreement (Outside Parties), by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, it shall have the right to do so, provided all such Attachments of such Outside Parties are made in accordance with the following: (1) such Attachments shall be maintained in conformity with the requirements of Article III, and (2) such Attachments shall not be located within the space allocation of Licensee to the extent allowed by law. Owner shall derive all of the revenue accruing from such Outside Parties.

C. For purposes of this Agreement, all Attachments of any such Outside Party shall be treated as attachments belonging to the Owner, and the rights, obligations and liabilities hereunder of Owner in respect to such Attachments shall be the same as if it were the actual Owner thereof.

D. With respect to any rights and privileges granted under this Article to others not parties hereto, Licensee shall not be required to transfer or rearrange its Attachments to accommodate an outside party until Licensee receives payment for the costs associated with such changes.

E. If the Licensee is not the incumbent provider of its services in an area, then the Licensee shall not have a right to use Normal Space in a manner that is inconsistent with any contract between the Owner and an incumbent provider of the Licensee's services in the area. However, the Licensee shall otherwise have rights to joint use consistent with the terms of this Agreement; but, if the pole is not suitable for joint use with the Licensee's Attachments, then the Licensee must pay the full cost of rendering the pole suitable for Licensee's Attachments, including as necessary rearrangements or removing and replacing the pole with a pole of sufficient size and strength to accommodate Licensee's Attachments, plus the cost of all Transfers and other work incident thereto.

F. The Owner will make good faith efforts to have the Licensee paid by an Outside Party in connection with Outside Party Make-ready.

ARTICLE XIV

ASSIGNMENTS OF RIGHTS

Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Joint Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that, subject to all of the terms and conditions of this Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it or associated or affiliated with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement for the Attachments used by such party in the conduct of

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its said business; and for the purpose of this Agreement, all such Attachments maintained on any such pole by the permission as aforesaid of either party herein shall be considered as the Attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, with respect to such Attachments, shall be the same as if it were the actual Owner thereof. Nothing herein contained shall prevent or limit the right of either party to assign its rights to monies owed by the other party through fees, damage claims, or otherwise to a third party for the purpose of collection of those funds.

ARTICLE XV

WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XVI

PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said Joint Poles, and the taxes and the assessments which are levied on said Joint Poles shall be paid by the Owner thereof, but any tax, fee, or charge levied on Owner's poles solely because of their use by the Licensee shall be paid by the Licensee.

ARTICLE XVII

BILLS AND PAYMENT FOR WORK

A. Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within ninety (90) days after the completion of such work an itemized statement of the costs and such other party shall within thirty (30) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.

B. All amounts to be paid by either party under this Agreement shall be due and payable within forty-five (45) days after the invoice date. Except as provided in Section XVII.C below, any payment not made within forty-five (45) days from the due date shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. If a party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing party will write off and cancel the interest.

C. A party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a party so disputes only a portion of a bill, then such party shall promptly pay the undisputed amount. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of 1.5% per month until paid, or if 1.5%

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exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within thirty (30) days of receipt of substantiation and determination of the correct amount.

ARTICLE XVIII

NOTICES

A. Except as otherwise provided in this Agreement, all notices and writings shall be made to the following people, who from time to time may be changed by written notice:

Telephone Company:

Operational Notices:

BellSouth Telecommunications, Inc. d/b/a AT&T Alabama
Terri L. Bowman
Director Construction & Engineering
113-S
3196 Hwy 280 E
Birmingham, AL 35243

Legal/Official Notices:

BellSouth Telecommunications, Inc. d/b/a AT&T Alabama
Legal Department
600 19 Street N., Suite 28A2
Birmingham, AL 35203
Tel: (205) 714-0556

Electrical Distributor:

Tarrant Electric Department
PO Box 170220
1604 Pinson Valley Parkway
Tarrant, AL 35217-0220
Phone: 205-849-2803
Fax: 205-849-2805

B. By written notice pursuant hereto a party may from time to time specify a person in lieu of the person designated in Section A above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).

C. Response to any notice or Appendix A or Appendix B shall be made to the sender rather than to the person designated in Section A or B above.

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D. Unless otherwise provided in this Agreement, any notice shall be in writing, which may, when mutually agreeable, include preservable electronic means, such as email or facsimile.

E. A second copy of any notice given under Article XII or Article XX shall be given to the following persons, who may from time to time be changed by written notice:

Telephone Company:

BellSouth Telecommunications, Inc. d/b/a AT&T Alabama
Kirk Smith
Area Manager
Room W3D
3535 Colonnade Parkway North
Birmingham, AL 35243

Electrical Distributor:

Tarrant Electric Department
PO Box 170220
1604 Pinson Valley Parkway
Tarrant, AL 35217-0220
Phone: 205-849-2803
Fax: 205-849-2805

F. The parties will develop and maintain a joint form designating the people to whom notices shall be given pursuant to the foregoing.

ARTICLE XIX

DISPUTE RESOLUTION

A. Within one-hundred-twenty (120) days after execution of this Agreement, representatives from both parties will meet at a mutually agreeable location to discuss Delinquent Transfers and Non-Compliant Attachments in existence at the time of contract execution. The parties shall then cooperate to establish a reasonable deadline for completion of work required to remedy the Delinquent Transfers and Non-Compliant Attachments. Reasonable extensions of time should not be denied if they would not result in material prejudice to the party requesting the work, and if the other party performing the work is acting with reasonable diligence to complete the work. If a party fails to remedy a Delinquent Transfer or Non-Compliant Attachment by the agreed upon deadline, or if that party disputes that it is responsible for performing the work, the other party may initiate the upper management escalation procedure set forth in Article XIX (D).

B. In the event of a dispute regarding any compliance or non-compliance with the provisions of Articles II.M and III or a dispute under the last paragraph of Article III of this Agreement, including which party is responsible for any non-compliance and what corrective action, if any, is necessary or appropriate to remedy any such non-compliance, then the parties shall each arrange for a representative to make a joint field visit to the pole location to investigate whether a violation exists and if so, any corrective action needed and the party or parties responsible. The parties will make a diligent and good faith effort to resolve such disputes at the local level by the

parties' respective local engineers and local managers and to escalate to upper management in accordance with section D of this Article at least fourteen (14) days prior to submission to a referee.

1. If the parties are unable to resolve any such dispute, then either party may submit the matter for resolution to a "Referee" for binding resolution. A matter will be submitted to the Referee by sending a letter (by mail, hand-delivery or facsimile) to the Referee, with a copy provided to the other party's representative who was involved in the attempt to resolve the dispute and the other party's representative designated pursuant to Section XVIII.A or B before or concurrently with the transmission of the letter to the Referee. The letter will include a summary of the dispute and will designate the party's "Contact Person" for the dispute. The other party will promptly respond with a letter similarly sent and copied that provides such party's summary of the dispute and designates such party's Contact Person for the dispute.
2. If the parties mutually agree to do so, instead of proceeding under Section B.1 above, the parties may submit any dispute to the Referee by jointly sending the Referee a letter that includes a summary of the dispute and designates each party's Contact Person for the dispute.
3. The Referee will make such investigation as deemed appropriate in his or her discretion, which will include hearing from each party's Contact Person. The Referee may, but is not required to, engage in such other procedures or hearing as the Referee deems appropriate. The parties will cooperate with the Referee.
4. The Referee will promptly issue a binding decision in writing to the parties, from which there will be no appeal. The party whose position is not upheld by the Referee (which determination may be made by the Referee if requested to do so) will be required to pay for the Referee's fees and expenses. If both parties' positions are upheld in part, they will share the Referee's fees and expenses equally. The parties agree to be bound to pay the Referee's fees and expenses as provided herein.
5. The Referee will be appointed as follows:
 - (a) Each party will appoint an outside engineer and these two (2) engineers will appoint a third outside engineer or other qualified person to serve as the Referee.
 - (b) In the event that the two engineers so appointed are unable within fourteen (14) days to agree upon a third outside engineer or other qualified person who is willing and able to serve as the Referee, then the Referee will be appointed as follows: Three names will be blindly drawn from the list of persons then comprising the NESC committee whose work is most closely related to the dispute (e.g., Clearances Committee or Strength and Loading Committee), or such other group as may be mutually agreed upon. Each party will strike one such name and the remaining person will serve as the Referee. If the parties strike the same name, then the Referee will be selected from the remaining two names by coin toss. If the NESC committee member so selected is unwilling or unable to serve as Referee, then this procedure will be repeated (starting with the blind drawing of three different names as provided above) as necessary until a Referee

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is selected who is willing and able to serve as Referee. If all committee member names of the NESC committee first selected are exhausted without a Referee being appointed who is willing and able to serve as Referee, then the parties will repeat the above-described procedure with the next NESC committee whose work is most closely related to the dispute, and so on until a Referee is selected who is willing and able to serve as Referee.

C. Nothing herein shall preclude the parties from entering into any other mutually agreeable dispute resolution procedure or from changing by mutual written agreement any aspect of the foregoing procedure. Without limiting the generality of the foregoing, the parties may by mutual written agreement remove, replace or appoint a Referee at any time.

D. The parties agree, that if any dispute or problem in connection with the administration of this Agreement cannot be resolved at lower levels, communications between the following will be permitted and engaged in, in good faith on an expedited basis: Between a district manager or person who reports to the President/CEO/General Manager of Electrical Distributor and a district general manager for BellSouth; and, if not resolved by them, between the President/CEO/General Manager of Electrical Distributor and the Network Vice President for BellSouth. If either Electrical Distributor or BellSouth reorganizes or changes titles, the equivalent person for such party shall perform the above functions.

E. There shall be a "Joint Operations Committee" composed of no more than three (3) representatives from Telephone Company and no more than three (3) representatives from the Electrical Distributors in Alabama who have joint use agreements with Telephone Company, which committee shall meet at least annually and as requested by the representatives of either Telephone Company or the Electrical Distributors.

ARTICLE XX

TERM OF AGREEMENT

This Agreement shall continue in full force and effect until terminated, insofar as the making of Attachments to additional poles is concerned, by either party giving to the other six months' notice in writing of intention to terminate the right of making Attachments to additional poles. Such six-month notice may not be given earlier than three years after the Effective Date. Any such termination of the right to make Attachments to additional poles shall not, however, abrogate or terminate the right of either party to maintain the Attachments theretofore made on the poles of the other or additional Attachments to such poles, and all such Attachments shall continue thereafter to be maintained, pursuant to and in accordance with the terms of this Agreement, which Agreement shall, so long as said Attachments are continued, remain in full force and effect solely and only for the purpose of governing and controlling the rights and obligations of the parties with respect to said Attachments.

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ARTICLE XXI

EXISTING CONTRACTS

All existing agreements for joint use of Poles between the parties, and all amendments thereto (hereinafter "Old Joint Use Agreement") are by mutual consent hereby abrogated and superseded by this Agreement. Nothing in the foregoing shall preclude the parties to this agreement from entering such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE XXII

LIABILITY

Each party to this Agreement shall indemnify, protect, save and hold harmless the other party from and against any and all loss, cost, damage, injury, claim, demand, action, suit, judgment, reasonable expenses, reasonable attorney's fees and reasonable court costs, including, but not limited to, any and all claims for damages to property and injury to or death of persons and claims made under any Workers' Compensation Law, caused by, or arising out of, the negligence or intentional acts or omissions of the indemnifying party, its employees, contractors or agents. This provision does not apply to losses, damages or liabilities arising out of the indemnitee's or its employees', contractors' or agents' sole, concurrent or contributory negligence. If the indemnifying party is obligated to defend the indemnitee in a legal proceeding, the indemnitee may choose its own counsel, provided that the fees charged by such counsel are reasonable in the venue where the incident occurred.

The parties agree that disputes relating to a party's obligation under this Article shall be subject to the upper management escalation process set forth in Article XIX (D) of this Agreement.

ARTICLE XXIII

CONSTRUCTION

This Agreement was drafted by all parties to it and is not to be construed against any party. Neither the negotiations of the language of this Agreement nor prior drafts of this Agreement or the inclusion or exclusion of any language from prior drafts shall be admissible or probative as to the meaning of this Agreement.

ARTICLE XXIV

REMEDIES CUMULATIVE

Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.

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In witness whereof, the parties hereto have caused these presents to be executed in two counterparts by their respective officers thereunto duly authorized as of the Effective Date.

(SEAL)

City of Tarrant, Tarrant Electric Department

By: _____

[Printed Name]

Title: _____

BellSouth Telecommunications, Inc. d/b/a AT&T Alabama

By: _____

Rick Suarez

[Printed Name]

[Printed Name]

Title: *Vice President, Construction & Engineering*



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APPENDIX A

Make-ready work required: Yes ___ No ___

REQUEST FOR PERMISSION TO PLACE A POLE INTO JOINT USE: (To be completed by the Licensee)

To: _____
OWNER DATE OF REQUEST

ADDRESS REQUEST NUMBER

This is to request permission for this Company to use jointly certain of your poles under the terms and conditions of our Agreement for Joint Use of Distribution Poles, dated _____.

The poles, including the number and character of facilities to be placed thereon, for which this permission is requested, are those included in the attached design drawings, which also bears the above date and Request Number.

Our present plan is to start this work about _____, 20____, and complete the work about _____, 20____.

Included as a part of this application are detailed construction plans and drawings, together with necessary maps, to indicate specifically your poles that we wish to use jointly, the point of attachment on each pole, the number and character of the facilities to be placed on such poles (including messenger type, cable type, guy type, anchor type, and anchor distance from poles), any Rearrangements of fixtures and equipment necessary, any relocations or replacements of existing poles, and any additional poles that may be required, in accordance with the procedure provided in Articles IV and V of the Agreement.

The included technical information represents our proposed facilities, and any changes in cables, messengers, guys, anchors, or points of attachment above ground will be submitted to the Owner for approval prior to construction. Should additional information be required by the Owner for verification of compliance with the NESC or other applicable standards, the Licensee will provide such information.

The Licensee shall obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities to the extent required by law for the Licensee's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles.

Proposed number of attachments (including additional attachments where more than two feet of pole space is utilized)

Proposed number of removals

If the joint use proposed is agreeable, please signify your approval of this request in the spaces provided and return the second copy to us.

LICENSEE (COMPANY NAME)

NAME OF APPLICANT SIGNATURE OF APPLICANT

ADDRESS TITLE

APPROVAL TO PROCEED WITH ATTACHMENT: (To be completed by the Owner)

DATE PERMIT NUMBER

This is to advise you that the above request to use jointly certain poles of this system is approved. You may proceed with such joint use of poles on the terms and conditions of the Agreement referred to above, under the conditions outlined in your request, and subject to the changes and rearrangements at a cost to you of \$_____ payable in advance of any work being performed.

TITLE OF OWNER'S REPRESENTATIVE SIGNATURE OF OWNER'S REPRESENTATIVE

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APPENDIX B

Make-ready work required: Yes ___ No ___

REQUEST FOR OWNER'S APPROVAL TO ADD OR MODIFY ATTACHMENTS ON AN EXISTING JOINT USE POLE: (To be completed by the Licensee)

To: _____
OWNER DATE OF REQUEST

ADDRESS REQUEST NUMBER

This is to provide design data and obtain a work authorization for this Company to add or modify attachments on existing joint use poles under the terms and conditions of our Agreement for Joint Use of Distribution Poles, dated _____.

The poles, including the changes in the number and character of facilities to be placed thereon, for which this permission is requested, are those included in the attached design drawings, which also bears the above date and Request Number.

Our present plan is to start this work about _____, 20____, and complete the work about _____, 20____.

Included as a part of this application are detailed construction plans and drawings, together with necessary maps, to indicate specifically the existing attachments we intend to add or modify, the point of attachment on each pole, the number and character of the facilities currently installed and those to be placed, replaced, or removed on such poles (including messenger type, cable type, guy type, anchor type, and anchor distance from poles), any Rearrangements of fixtures and equipment necessary, any relocations or replacements of existing poles, and any additional poles that may be required, in accordance with the procedure provided in Articles IV and V of the Agreement.

The included technical information represents our existing and proposed facilities, and any changes in cables, messengers, guys, anchors, or points of attachment above ground other than those listed will be submitted to the Owner for verification of compliance prior to construction. Should additional information be required by the Owner for verification of compliance with the NESC or other applicable standards, the Licensee will provide such information.

The Licensee **shall obtain** all authorizations, permits, and approvals from all Municipal, State, and Federal authorities to the extent required by law for the Licensee's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles.

If the modifications proposed are agreeable, please signify your approval of this request in the spaces provided and return the second copy to us.

LICENSEE (COMPANY NAME)

NAME OF APPLICANT

SIGNATURE OF APPLICANT

ADDRESS

TITLE

APPROVAL TO PROCEED WITH ADDITION OR MODIFICATION: (To be completed by the Owner)

DATE PERMIT NUMBER

This is to advise you that the above request to add or modify attachments on certain Joint Poles of this system is approved. You may proceed with such additions or modifications on the terms and conditions of the Agreement referred to above, under the conditions outlined in your request, and subject to the changes and rearrangements at a cost to you of \$_____ payable in advance of any work being performed.

TITLE OF OWNER'S REPRESENTATIVE

SIGNATURE OF OWNER'S REPRESENTATIVE

EXHIBIT 1

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ALABAMA POWER COMPANY

AND

SOUTH CENTRAL BELL TELEPHONE COMPANY

JOINT USE AGREEMENT

JUNE 1, 1978

CONFORMED COPY

APC000303

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THIS AGREEMENT, made as of the first day June, 1978, by and between ALABAMA POWER COMPANY, an Alabama corporation, hereinafter referred to as the "Power Company", and SOUTH CENTRAL BELL TELEPHONE COMPANY, a Delaware corporation, hereinafter referred to as the "Telephone Company",

WITNESSETH:

WHEREAS, in the areas in the State of Alabama served by both parties certain utility poles are presently used jointly by the Power Company and the Telephone Company, such joint use being maintained under the terms of an Urban Joint Use Agreement dated January 1, 1966, between the Power Company and Southern Bell Telephone and Telegraph Company, predecessor of the Telephone Company, and a Rural Joint Use Agreement dated January 1, 1976, between the Power Company and the Telephone Company; and

WHEREAS, the parties desire to continue such joint use and to use other poles jointly in the future, when and where such joint use will be of mutual advantage in meeting their respective service requirements; and

WHEREAS, when the parties are making arrangements for the joint use of new poles and the party proposing to erect the new poles already owns a majority of the poles, the parties shall take into consideration the desirability of having the new poles owned by the party owning the lesser number of joint use poles so as to progress toward a division of ownership of poles so that neither party shall be required to pay annual rental payments giving due regard to the avoidance of mixed ownership in lines; and

WHEREAS, because of changed conditions and experience gained, and to facilitate administration of joint use, the parties desire to terminate the aforementioned Urban Joint Use Agreement dated January 1, 1966 and the Rural Joint Use Agreement dated January 1, 1976, and enter into a new Joint Use Agreement giving due recognition to the fact that the comparative numbers of joint use poles owned by the parties, the respective space allocated to or used by the parties and the relative positions of the parties on the poles all have a bearing on the contribution to be made by the parties both as to ownership and maintenance of joint use poles.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto for themselves their successors and assigns do hereby terminate the existing Urban Joint Use Agreement dated January 1, 1966 and the Rural Joint Use Agreement dated January 1, 1976, and do hereby covenant and agree as follows:

ARTICLE I DEFINITIONS

For the purpose of this agreement, the following terms when used herein shall have the following meanings

A. ATTACHMENT is any wire, cable, strand, material or apparatus affixed to a joint use pole now or hereafter used by either party in the construction, operation or maintenance of its plant. When a Telephone Company pedestal is placed adjacent to a Power Company pole for grounding purposes, and said pedestal is not affixed to the pole, no "attachment" exists.

B. CODE means the National Electrical Safety Code, as it may be amended from time to time.

C. INJURIES include death, personal injury and property damage or destruction.

D. JOINT USE is maintaining or specifically reserving space for the attachments of both parties on the same pole at the same time.

E. JOINT USE POLE is a pole upon which space is provided under this agreement for the attachments of both parties, whether such space is actually occupied by attachments or reserved therefor upon specific request.

F. LICENSEE is the party hereto having the right under this Agreement to make attachments to a joint use pole owned by the other party hereto.

G. OWNER is the party owning the joint use pole.

H. POLE or POLES include the singular and plural.

I. REARRANGING OF ATTACHMENTS is the moving of attachments from one position to another on a joint use pole.

J. RESERVED, as applied to space on a pole, means unoccupied space provided and maintained by Owner, either for its own use or expressly for Licensee's exclusive use at Licensee's request.

K. RIGHT OF WAY is the legal right to use the real property of another.

L. STANDARD JOINT USE ATTACHMENT POLE means a 40-foot, Class 5 treated wood pole which meets the requirements of the Code.

M. STANDARD SPACE ALLOCATION means an allocation of sufficient space on a joint use pole for the use of each party taking into consideration requirements of the Code, and is more particularly defined as follows:

- (1) For Power Company, the exclusive use of _____ feet of space on 40-foot poles, *measured downward* from a point six (6) inches below the top of the pole; and
- (2) For Telephone Company, the exclusive use of _____ feet of space on 40-foot poles, *measured upward* from the point of attachment on the pole, required to provide at all times the CODE minimum clearance above ground for the lowest horizontally run line wire or cable attached in such space.

N. TRANSFERRING OF ATTACHMENTS is the removing of attachments from one pole and placing them upon another pole.

ARTICLE II TERRITORY AND SCOPE OF AGREEMENT

A. This Agreement shall cover all poles of each of the parties within the common operating areas served by the parties hereto in Alabama.

B. The Owner of any pole may exclude said pole from joint use if in its reasonable judgment the pole is necessary for its sole use.

ARTICLE III PERMISSION FOR JOINT USE

Subject to the terms and conditions of this Agreement, each party hereby permits joint use by the other party of any of its poles in accordance with the standard space allocation defined in Article I and the following:

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- (1) Allocated pole space may, without additional charge, be used by the party to which it is not allocated for the purpose of installing and maintaining street lighting and vertical attachments (such as but not limited to ground wires, gang operated switch control rods and underground risers) if by the terms of the Code the proposed use is authorized and such use does not unreasonably interfere with the use being made by the party to which such space is allocated;
- (2) So long as the provisions of the Code are met, unallocated space may, without additional charge, be used by the Power Company and Telephone Company (if Code provisions cannot subsequently be met then billing for the required modifications will be in accordance with Appendix A attached hereto and hereby made a part hereof)
- (3) So long as the provisions of the Code have been met, any existing joint use pole, or any pole hereafter placed in joint use, shall be deemed satisfactory to both parties and adequate for their requirements whether or not the space allocations made herein have been observed.

ARTICLE IV SPECIFICATIONS

A. The joint use of poles covered by this Agreement shall at all times be in conformity with all applicable provisions of law and with the minimum requirements of the Code in effect at the time the respective attachments are made, and with such additional requirements as may be mutually approved in writing by the Manager—Distribution of the Power Company and the General Manager—Facility Services of the Telephone Company.

B. Construction specifications for joint use poles and attachments shall be compiled and used as a guide to construction practices by both parties to this Agreement.

ARTICLE V RIGHT OF WAY AND LINE CLEARING

A. Each Party shall obtain the necessary rights of way to construct, operate, and maintain its own facilities. In the case of new pole lines constructed to establish joint use, the owner of the line shall obtain a right of way suitable in width for joint use which shall be 15 feet on each side of the center line unless lesser widths are mutually agreed upon prior to acquisition.

B. Line clearing and trimming shall be performed as follows

1. When constructing a new pole line to establish joint use, the Owner shall cut, clear and trim the entire right of way swath that is acquired pursuant to Paragraph A above.

2. In all other instances each party shall be responsible for its own initial and recurring cutting, clearing or trimming.

C. Nothing stated herein shall preclude the parties from mutually sharing the cost of right of way acquisition or the cost of cutting, clearing, or trimming right of way.

ARTICLE VI PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

A. Either party desiring to reserve space on any pole of the other not then designated as a joint use pole shall make written application therefor, specifying the pole involved, the number and kind of its attachments to be placed thereon and the character of the circuits to be used. Within ten (10) days after the receipt of such application, Owner shall notify the applicant in writing whether it is excluding said pole from joint use under the provisions of Article II. Upon receipt of notice from Owner that said pole is not excluded, and after completion of any required transferring or rearranging of attachments on said pole or any pole replacement as provided in Article VII hereinbelow, the applicant shall have the right to use said pole as Licensee in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing, attachments placed by either party on the other's pole without such application and approval shall subject said pole to the terms of this Agreement. In such case, Owner shall have the right to require Licensee to remove at its sole expense any such attachments on poles coming within the exceptions described in Article II. Should Licensee fail to remove such attachments, such failure shall constitute default according to Article XI below.

B. Except as herein otherwise expressly provided, each party at its own expense shall place, maintain, rearrange, transfer and remove its own attachments, and shall at all times perform such work promptly and in such a manner as not to interfere with work or service being performed by the other party. Upon completion of work by the Owner which will necessitate transfer of the Licensee's attachments, the Owner shall provide written notice to the Licensee that such transfer must be completed within 30 days. If such transfer of attachments is not completed at the end of 30 days the old pole will become the property of the Licensee, and the Licensee shall save harmless the former Owner of such pole from all obligations, liabilities, damages, costs, expenses, or charges incurred thereafter because of or arising out of the presence, location or condition of such pole or any attachment thereon, whether or not it is alleged that the former Owner was negligent or otherwise. Licensee shall pay the former Owner the salvage value, as set forth in Appendix A, of said pole.

C. When the Power Company desires to change the primary voltage system on joint use poles, it shall give the Telephone Company sixty (60) days' written notice of such contemplated change. If the Telephone Company agrees to joint use with such change, joint use of such poles shall be continued with such changes in construction as may be required to meet the terms of the Code, at the expense of the Power Company. If the Telephone Company does not agree within thirty (30) days from receipt of such notice to such change, then

(1) the parties hereto shall determine what circuits shall be removed from existing points on the joint use poles involved, and the net cost of establishing in a new position on such poles or in a new location elsewhere such circuits or lines as may be necessary to allow the other party to continue to furnish the same service as existed at the time such change was decided upon, and

(2) the responsibility for the cost of establishing such circuits in the new position or new location shall be mutually agreed upon between the parties hereto.

Unless otherwise agreed by the parties, ownership of any new pole line constructed in a new location under this provision shall be owned by the party for whose use it is constructed. The net cost of establishing service in the new location shall be exclusive of any increased cost due to the substitution of facilities of a substantially new or improved type or of increased capacity, but shall include the cost of the new pole line including rights of way and the cost of establishing such circuits in the new location.

D. The Owner where practicable shall place anchors suitable for joint use upon consideration of the joint load and guy lead requirements. The cost of the anchor shall be shared, and will be billed, in accordance with Appendix A. Each party shall install its own guy wires.

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ARTICLE VII ERECTING, REPLACING OR RELOCATING POLES

A. If one party finds it necessary to serve an area, either as an extension of a service, as an additional service, or as reconstruction of an existing service, it shall notify the other party of such need. The parties shall then mutually determine whether joint use poles are desirable. If joint use poles are to be installed, the parties shall jointly determine: 1) which party shall own the poles, 2) the size of the poles, 3) the locations of the poles and 4) the date the poles should be set. Written confirmation of the decisions made shall be given by the party placing the poles at the time the authorization is prepared.

B. The cost of erecting joint use poles, either as new pole lines or as extensions or replacements of existing pole lines, whether or not previously in joint use, shall be borne by the parties in accordance with the schedule outlined in Appendix A. Appendix A shall be reviewed annually and changes may be made when mutually agreed upon by Manager - Distribution for the Power Company and the General Manager - Facility Services for the Telephone Company.

C. Whenever any joint use pole, or any pole about to become a joint use pole, is insufficient in size or strength for the existing attachments and for proposed immediate additional attachments thereon, Owner shall promptly replace such pole with a new pole of the necessary size and strength, and make such other changes in the existing pole line in which such pole is included, as may be made necessary by the replacement of such pole and the placing of such attachments, all at a cost to be borne by the parties according to the schedule outlined in Appendix A.

D. Notwithstanding reference to a standard joint use attachment pole, nothing in this agreement is intended to preclude the following practices when agreed to by both parties: (1) the use of joint use poles of less strength than the standard joint use attachment pole; (2) the use of 35-foot or shorter joint use poles if consistent with sound engineering practices and the Code, after providing for the space requirements of both parties, even though such poles would not provide the standard space allocation referred to in this agreement, and (3) the use of joint use poles of different composition than the standard joint use attachment pole.

E. Whenever either party hereto declines joint use as provided in paragraph A above and subsequently finds it necessary to establish joint use on said poles installed by the other party, the party that originally declined joint use may be required to purchase said pole line in accordance with Appendix A.

F. When replacing a joint use pole carrying a terminal, underground connections or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied, unless special conditions make it necessary or mutually desirable to set it in a different location.

G. Any payments made by Licensee under the foregoing provisions of this Article are in lieu of increased rental payments and do not in any way affect the ownership of poles, except as provided in Paragraph E, above.

ARTICLE VIII MAINTENANCE OF FACILITIES

A. Owner shall, at its own expense, maintain its joint use poles in a safe and serviceable condition and in accordance with the requirements of the Code, and shall replace poles that become defective, in accordance with the provisions of Article VII.

B. Each party shall, at its own expense, at all times maintain all of its attachments in safe condition, thorough repair, and in accordance with the requirements of the Code.

C. The parties hereby agree that a cooperative approach will be taken in solving noise or inductance problems that may occur.

ARTICLE IX ABANDONMENT OF JOINT USE POLES

A. Any time Owner desires to abandon any joint use pole, it shall give Licensee at least ninety (90) days' written notice. If, at the expiration of such period, Owner shall have no attachments on such pole but Licensee shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of Licensee, and Licensee shall save harmless the former Owner from all obligations, liabilities, damages, costs, expenses, or charges incurred thereafter because of or arising out of the presence, location or condition of such pole or any attachment thereon, whether or not it is alleged that the former Owner was negligent or otherwise and shall pay Owner a sum equal to the value of such abandoned pole as indicated in Appendix A.

B. Licensee may at any time abandon a joint use pole by removing therefrom all of its attachments, and giving due notice thereof in writing to Owner.

ARTICLE X RENTAL PAYMENT AND BILLING

A. The parties mutually agree that the cost of maintaining joint use poles should be equitably shared in accordance with Appendix B, attached hereto, and hereby made a part hereof. Appendix B shall be reviewed annually and changes may be made when mutually agreed upon by the Manager - Distribution for the Power Company and the General Manager - Facility Services for the Telephone Company.

B. When either party utilizes aerial construction there shall be no charge for bonding or grounding to the facilities of the other party when such bonding or grounding facilities are available.

ARTICLE XI DEFAULTS

A. If either party shall fail to discharge any of its obligations under this Agreement and such failure shall continue for thirty (30) days after notice thereof in writing from the other party, all rights of the party in default hereunder, pertaining to making attachments to additional poles of the other, shall be suspended. If such default shall continue for a period of ninety (90) days after such suspension, the other party may forthwith terminate the right of the defaulting party to attach to additional poles of the other party. Any such termination of the right to attach to such additional poles of the other by reason of any such default shall not abrogate or terminate the right of either party to attach to existing joint use poles or to maintain existing attachments, and all such attachments shall continue thereafter to be maintained pursuant to and in accordance with the terms of this Agreement, which Agreement shall, so long as such attachments are continued, remain in full force and effect solely and only for the purpose of governing and controlling the rights and obligations of the parties with respect to such attachments.

B. In the event either party should fail to perform its obligations either during the term of this Agreement or after termination made in accordance with

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the terms of this Article or Article XV, or fail to properly maintain or promptly replace joint use poles or to transfer attachments thereto after thirty (30) days' written notice from the other, the other party shall have the right to maintain such poles or to replace the same or to maintain such attachments at the expense of the party so failing, and shall be fully indemnified for all damages whatever in taking such action or the manner of taking it

ARTICLE XII LIABILITY AND DAMAGES

Whenever any liability is incurred by either or both of the parties for damages for injuries to the employees or to the property of either party, or for injuries to other persons or their property arising out of the joint use of poles under this agreement or due to the proximity of the wires, cables, strands, material, or apparatus and fixtures of the parties attached to the joint use poles covered by this Agreement, the liability for such damages, as between the parties shall be as follows:

- (1) Each party shall be liable for all damages for such injuries to persons or property caused solely by its negligence or solely by its failure to comply at any time with the Code
- (2) Each party shall be liable for all damages for such injuries to its own employees or its own property that are caused by the concurrent negligence of both parties or that are due to cause or causes which cannot be traced to the sole negligence of the other party
- (3) Each party shall be liable for 1/2 of all damages for such injuries to persons other than employees of either party and for 1/2 of all damages for such injuries to property not belonging to either party that are caused by the concurrent negligence of both parties or that are due to causes which cannot be traced to the sole negligence of either party
- (4) Where, on account of injuries of the character described in the preceding paragraphs of this Article, either party shall make any payments to its injured employee or to his relatives or representatives in conformity with (a) the provisions of any workmen's compensation act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of and in the course of the employment, whether based on negligence on the part of the employer or not, or (b) any plan for employees' disability benefits or death benefits now established or hereafter adopted by the parties or either or them, such payments shall be construed to be damages for injuries within the terms of the preceding paragraphs numbered (1) and (2) and shall be paid by the parties accordingly
- (5) All claims (which shall include actions) for damages arising hereunder that are asserted against or affect the parties jointly shall be dealt with by the parties jointly provided, however, if claimant desires to settle upon terms acceptable to one party but not to the other, the party desiring to settle may, without waiver of or prejudice to its rights under this article, pay to the other party 1/2 of the expense which such settlement would involve, and thereupon said other party shall be bound to indemnify and hold harmless the party making such payment from all further liability and expense on account of such claim
- (6) In the adjustment between the parties of any claim for damages arising hereunder, the liability assumed hereunder by the parties shall include, in addition to the amounts paid to claimant, all expenses incurred by the parties in connection therewith, which shall comprise costs, attorneys' fees, disbursements and other proper charges and expenditures

ARTICLE XIII RIGHTS OF OTHER PARTIES

A. If either party has, prior to the execution of this Agreement, conferred upon others not parties to this Agreement (outside parties), by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing attachments of such outside parties, which attachments shall continue in accordance with the present practice, all future attachments of such outside parties shall be in accordance with the requirements of Paragraph B below, except where such outside parties have by agreements entered into prior to the execution of this Agreement acquired enforceable rights or privileges to make attachments which do not meet such space allocations. Owner shall derive all of the revenue accruing from such outside parties. Any contractual rights or privileges of outside parties recognized in this Paragraph shall include renewals of or extensions of the term (period) of such contracts

B. If either party hereto desires to confer upon others not parties to this Agreement (outside parties), by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, it shall have the right to do so, provided all such attachments of such outside parties are made in accordance with the following: (1) such attachments shall be maintained in conformity with the requirements of the Code, and (2) such attachments shall not be located within the space allocation of Licensee, unless Licensee concurs in such occupancy. Such concurrence shall in no way waive Licensee's right to occupy its allocated space in the future. Owner shall derive all of the revenue accruing from such outside parties

C. For the purpose of this Agreement, all attachments of any such outside party shall be treated as attachments belonging to Owner, and the rights and liabilities hereunder of Owner in respect to such attachments shall be the same as if it were the actual owner thereof

D. Unless otherwise agreed upon with respect to any rights and privileges granted under this Article to others not parties hereto, Owner shall reimburse Licensee's cost for transferring and rearranging Licensee's attachments to provide space for such outside parties

ARTICLE XIV NOTIFICATION PROCEDURES

Whenever in this Agreement notice is required to be given by either party hereto to the other, such notice shall be in writing mailed or delivered to the Manager, Distribution of the Power Company at its office at Birmingham, Alabama, or to the General Manager-Facility Services of the Telephone Company at its office at Birmingham, Alabama, as the case may be, or to such other addressee as either party may from time to time designate in writing for that purpose

ARTICLE XV TERM OF AGREEMENT

A. Subject to the provisions of Article XI herein, this Agreement shall continue in full force and effect through June 1, 1988, and shall continue thereafter until terminated, insofar as the right to attach to additional joint use poles is concerned, by either party giving to the other party one (1) year's notice in writing of intention to terminate the right of both parties to attach to additional joint use poles. Any such termination of the right to attach to additional joint use poles shall not abrogate or terminate the right of either party to attach to existing joint use poles or to maintain existing attachments, and all such attachments shall continue thereafter to be maintained, pursuant to and in accordance with the terms of this Agreement, which Agreement shall,

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so long as such attachments are continued, remain in full force and effect solely and only for the purpose of governing and controlling the rights and obligations of the parties with respect to such attachments.

B. Upon termination under Article XI or this Article XV, the average historical costs of joint use poles which appear in Appendix B shall be updated annually to reflect an annual mortality of 2½ percent by reducing the total number of 35-foot and shorter and 40-foot and taller poles in joint use by 2½ percent of each such category at its unit cost in the earliest year or years and by adding the same number of percentages of such poles at their unit cost in the latest year of the current 25-year period being used in Appendix B although such reduction or addition may result in a span of years greater or lesser than the normal 25-year span

ARTICLE XVI ASSIGNMENT OF RIGHTS

A. Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise transfer this Agreement in whole or in part without the written consent of the other party; provided, that either party shall have the right without such consent to mortgage any or all of its property, rights, privileges and franchises, or to lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation, and, in case of the foreclosure of such mortgage, or in case of such lease, transfer, merger or consolidation its rights and obligations hereunder shall pass to such successors and assigns; and provided further, that subject to all of the terms and conditions of this Agreement, either party may without such consent permit any corporation conducting a business of the same general character as that of such party, with which it is affiliated by corporate structure, to exercise the rights and privileges of this agreement in the conduct of its said business.

B. For the purposes of this Agreement, all attachments maintained on any joint use pole by the permission of either party hereto as provided in Paragraph A above, shall be considered the attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, in respect to such attachments, shall be the same as if it were the actual owner thereof.

C. The attachments of each party hereto or of others permitted by this Agreement shall at all times be and remain its or their property, with the full right of removal, and shall not become subject to any liens against the other party.

ARTICLE XVII WAIVER OF TERMS OF CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XVIII ARBITRATION

It is the purpose of this Agreement to provide ways and means for settling controversies and disputes which may arise in connection with the joint use of poles. Any differences of opinion between the district representatives of the parties as to the intent of the Agreement and any differences which are not covered by the terms hereof, shall be referred through channels to the General Manager Facility Services of the Telephone Company and the Manager—Distribution of the Power Company for decision. When differences cannot amicably be settled by the parties hereto, the matters in dispute shall be submitted to arbitration in accordance with standard arbitration procedures as prescribed by the National Academy of Arbitrators.

ARTICLE XIX EXISTING CONTRACTS

The Urban Joint Use Agreement dated January 1, 1966, between the Power Company and Southern Bell Telephone and Telegraph Company, predecessor of the Telephone Company, and the Rural Joint Use Agreement dated January 1, 1976, between the Power Company and the Telephone Company are, by mutual consent, hereby cancelled and superseded by this Agreement.

ARTICLE XX SUPPLEMENTAL ROUTINES AND PRACTICES

Nothing herein shall preclude the parties from preparing such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate on this 5 day of September 1978 effective as of June 1, 1978.

Witness:

ALABAMA POWER COMPANY

H.M. Dickinson

BY ORIGINAL SIGNED BY R.F. DAVIS
Vice President

Witness:

SOUTH CENTRAL BELL TELEPHONE COMPANY

P.C. Carty, Jr.

BY ORIGINAL SIGNED BY B.H. BROWN
Vice President

APPENDIX A

Page 1 of 5
December 16, 2009

This Appendix to the Joint Use Agreement, consisting of five pages including the Action Schedule, shall be used to determine the cost responsibility and the amounts to be billed for modifications of facilities by either party in accordance with the terms of the agreement. This revision shall be effective February 16, 2010 and supersede all previous revisions of Appendix A.





Action Schedule - Page 2b of 5

III. MAKE NON JOINT USE POLE LINE SUITABLE FOR J.U.

A. REPLACE NON DEFECTIVE POLE FOR ADDITIONAL HT.

2. Extra height for owner

4. Extra height to be shared

B. REPLACE DEFECTIVE POLES

2. Extra height for owner

C. ADDING INTERMEDIATE POLE

2. Pole needed by both parties

D. WORK ON NON JOINT USE LINES FOR LICENSEE

2. Replace non-defect pole for mid span separation

IV. MISCELLANEOUS

A. POLE SALES

- 2. Failure to transfer by licensee (article VI)**

B. APCo SETS TEL. CO. POLE

C. APC₀ REMOVES TEL.CO. POLE IN ENERGIZED LINE

D. TEL. CO. SETS POLE IN HI VOLTAGE ENERGIZED LINE

E. TEL. CO. REMOVES POLE IN HI VOLTAGE ENERGIZED LINE

F. LICENSEE'S COST OF JOINT USE ANCHORS

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
28																	
29			X		X								X			-	
30																Y	
31	X				X											N	
32			X	X	X			X					X			Y	
33			X		X	X	X						X			Y	
34																-	
35	X															N	
36	X															N	
37				X							X					Y	
38						X			X							Y	
39																-	
40				X												Y	
41						X										Y	
42																-	
43				X				X								Y	
44			X	X	X			X		X			X			Y	
45			X	X	X			X		X			X			Y	
46	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
47																-	
48			X											X		N	
49																N	
50												X				N	
51												X				N	
52												X				N	
53												X				N	
54												X				N	
55	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	Y	

APPENDIX A

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TABLE OF VALUES (TOV) CHART
PRESENT VALUE OF POLES (IN YEARS)

POLES	NEW	1-3	4-6	7-9	10-12	13-15	16-18	19-21	22-24	25-27	28-30
25											
30											
35											
40											
45											
50											
55											
60											

POLES	NEW	31-33	34-36	37-39	40-42	43-45	46-48	49-51	REMOVAL	0-2 YEARS * SAL. CREDIT
25										
30										
35										
40										
45										
50										
55										
60										

* SALVAGE CREDIT IS ZERO FOR POLES MORE THAN 2 YEARS OLD EXCEPT WHEN APPLIED IN ACCORDANCE WITH ARTICLE VI. B. IN WHICH CASE NO AGE LIMIT APPLIES.

BILLABLE COST OF JOINT USE ANCHORS

	<u>PLATE</u>	<u>ROD</u>	<u>BILLABLE COST</u>
(A)	8" HELIX	5/8" X 7' TWIN EYE or 3/4" X 7' TWIN EYE	!
(B)	10" HELIX	1" X 7' TWIN EYE or 1" X 7' TRIPLE EYE	!

APPENDIX A

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December 16, 2009

ANCHORS

When constructing, reconstructing, or replacing joint use facilities, the party installing the poles shall install all anchors (whether joint use or non-joint use) required by both parties and shall render a bill to the other party for the billable cost of the joint use anchors. Any anchors installed by one party for the sole use of the other party shall be billed at two times billable cost defined in this Appendix, and shall become the property of the party for which they were installed.

Replacement of damaged or defective anchors shall be performed by the party owning the joint use anchors and shall be performed at no cost to the other party, provided the replacement is in-kind. If the replacement anchor is larger than the damaged or defective anchor, the owner, upon replacement, may bill the other party the billable cost of the replacement.

PURCHASE OF POLES AS REQUIRED IN ARTICLE VII. E.

The party requesting joint use on poles for which joint use was previously declined may be required to purchase those poles according to the following:

Billable amount = (TOV of the poles plus the billable cost of anchors) times 1.25.
Rock hole costs may be added if applicable.

COST OF TRANSFERRING (ACTION SCHEDULE LINE J)

Bill at estimated cost for work being performed.

POWER COMPANY PROVIDES AND INSTALLS POLES FOR TELEPHONE COMPANY

In existing pole lines

1. TOV of poles times 1.25 for work performed during normal working hours.
2. TOV of poles times 1.75 for work performed in emergency during overtime hours.
3. Add rock hole cost if incurred.

POWER COMPANY REMOVES TELEPHONE COMPANY POLE FROM ENERGIZED LINES

- (A) Remove pole and leave at job site - TOV of cost of removal
- (B) Remove pole and transport to Power Company warehouse - TOV of cost of removal times 1.5

TELEPHONE COMPANY INSTALLS OR REMOVES POLES IN ENERGIZED LINES

- (A) Power Company makes substation breaker or line OCR non-automatic. \$
- (B) Power Company makes substation breaker or line OCR non-automatic and verify line fuse. \$

APPENDIX A

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December 16, 2009

**POWER COMPANY PROVIDES FACILITIES SO THAT TELEPHONE COMPANY CAN BOND
TO POWER COMPANY PAD-MOUNTED EQUIPMENT GROUND**

If the Telephone Company provides the Power Company with an approved billing authorization prior to the Power Company starting construction on the project such that this work is done while the Power Company is on the job site as a part of the initial installation of the Power Company underground primary and transformer pad, then the billable cost will be \$ per bond. Otherwise, the billable cost will be determined by a local cost estimate.

-
- NOTES:**
1. Rock hole costs
 - a. \$ per pole installed in rock.
 - b. \$ per joint use anchor installed in rock.
 - c. \$ per non-joint use anchor installed in rock
 2. Billable costs for rock hole anchors to be used in lieu of (not in addition to) the standard billable cost for anchors.
 3. Any hole dug for a pole or an anchor that requires more than 45 minutes to dig; on rear lot lines, any hole requiring a digging bar; and swamp holes, by definition, constitutes "rock hole costs".
 4. CIAC Tax shall be applied to all items where Column 'P' in the Action Schedule identifies that CIAC is applicable, except:
 - Hwy Relocation jobs where the relocation of facilities is requested by the Federal, State or County governments.
 - Work under Line 20, 40 or 41 to resolve situations involving less than NESC minimum ground clearance.
 5. The CIAC Tax applied shall be the current rate of each company and in no case shall exceed the amount of the Company's CIAC Tax liabilities paid to the IRS.

APPENDIX B

This Appendix, effective January 1, 1994, consisting of two (2) pages and two (2) Exhibits hereto, shall be used to determine the annual rental for the years 1994 through 1998 associated with the sharing of costs of owning and maintaining joint use poles. This Appendix shall be made a part of the Joint Use Agreement dated June 1, 1978 and shall supersede and replace the Appendix B which was made effective January 1, 1990.

In each of the years 1994 through 1998, the parties will mutually determine the amount of pole rental owed by each party to the other for the preceding year. The amount of annual rental owed to either party by the other shall be calculated by multiplying the number of joint use poles owned by that party by the appropriate annual rental rate. The party owing the larger amount to the other shall make a payment to the other which is equivalent to the net difference in the two amounts.

The number of joint use poles owned by each party at the end of any year subsequent to 1993 shall be determined by adding the quantities owned at the end of 1993 to the net additions for each of the years subsequent to 1993. Each party shall determine its net additions for each year and shall have the option to do so by informal tally or by estimation. The quantity of joint use poles owned by each party at the end of 1993 is as follows:

South Central Bell	168,705
Alabama Power Company	357,026

Each party's annual rental rate shall be computed annually by the following formula:

$$\text{Rate} = \text{PC} \times \text{LOC} \times \text{SA}$$

where,	PC	=	Average Embedded Pole Cost
	LOC	=	for both parties
	SA	=	for APCo billing to SCB
	SA	=	for SCB billing to APCo

The limited operating charge (LOC) and the space allocation (SA) factors of the rate calculation for both parties shall remain constant throughout the five year period 1994 - 1998. Exhibits 1 and 2 provide details of the calculation of LOC and SA.

The average embedded pole cost (PC) for each party shall be computed annually based on actual pole cost experience. The computations shall be made by dividing the total investment in distribution wood poles by the total quantity of distribution wood poles. The Telephone Company shall exclude 5% of total investment for pole fixtures since the Telephone Company's accounting process does not permit separation of pole and fixture cost. The Power Company's cost shall be account 36% less pole fixtures and less 32.5% of concrete pole investment. The total investment in distribution wood poles shall include the investment in pole reinforcement, if applicable. Sixty seven and one half per cent (67.5%) of the investment in concrete poles shall also be included in the pole investment, if applicable. This percentage has been determined to be approximately equal to 1.5 times the investment in equivalent wood poles. This percentage shall be reviewed in 1998. Separate calculations of average embedded pole cost (PC) shall be made annually for each party.

Net rental payments will become due on January 1 of each year following a rental year and will become past due on April 16 of each year following a rental year. Interest at a rate equivalent to the weighted average prime rate of AmSouth Bank N.A. will begin to accrue on January 1 and shall be applied to any amounts not paid on or before January 15 following a rental year. Estimated rental payments may be made on or before January 15 to avoid interest accrual. If an estimated payment is made which is later determined to be less than the actual amount owed, interest shall be applied to the differential amount at the above rate. If the estimated payment is in excess of the actual amount owed, a refund will be made with interest, at the above rate, applied to the differential.

During 1998, a mutually conducted joint use pole count shall be performed. The cost of such count shall be shared equally as nearly as possible. Representatives of both companies will determine the exact methodology of the 1998 pole count prior to the end of 1997. If the parties cannot agree on the exact methodology, the count shall utilize the same methodology of sampling and field inspections as was used to perform the 1993 pole count.

A true-up of the net rental owed by either party to the other will be computed based on the results of the 1998 pole count. The true-up will actualize net payments based on number of joint use poles owned by each party. Any variation in joint use pole ownership resulting from the pole count as compared to the annual tallies or estimates will be assumed to be uniform over the five year period. Previously calculated rental rates for each interim year will be used in calculating any true-up rental. No adjustments will be made to any component of the rental rate calculation for any of the interim years.

Any true-up net rental owed by either party to the other which results from the 1998 pole count shall become due on January 1, 1999 and shall become past due on April 16, 1999. Any true-up rental owed by either party shall be subject to interest at a rate equivalent to the weighted average prime rate of AmSouth Bank N.A. Interest shall begin to accrue on January 1 of any year for which additional rental is owed by either party.

Approved:

ALABAMA POWER COMPANY

BY: R. E. Hatcher
Manager - T & D Support

DATE: 2-10-95

SOUTH CENTRAL BELL TELEPHONE CO.

BY: D. Tucker

DATE: 3/6/95

APPENDIX B
EXHIBIT 1

LIMITED OPERATING CHARGE (LOC)

In the annual rental rate calculation, each party shall use the same numerical value for Limited Operating Charge (LOC). This value is the weighted average, based on pole ownership at the end of 1993, of the individual values of LOC for each party. Each party's individual value of LOC is the sum of the six components listed below:

1993 COMPUTED PERCENTAGE

APCO

SCB

Cost of Capital

Income Tax

Maintenance

Depreciation

A & G

Other Taxes

Weighted Average = %, rounded to % or

In summary, the limited operating charge (LOC) shall be % or 0 in the computation of annual rental rate for each company during each of the rental years 1994 through 1998.

APPENDIX B
EXHIBIT 2

POLE SPACE ALLOCATION

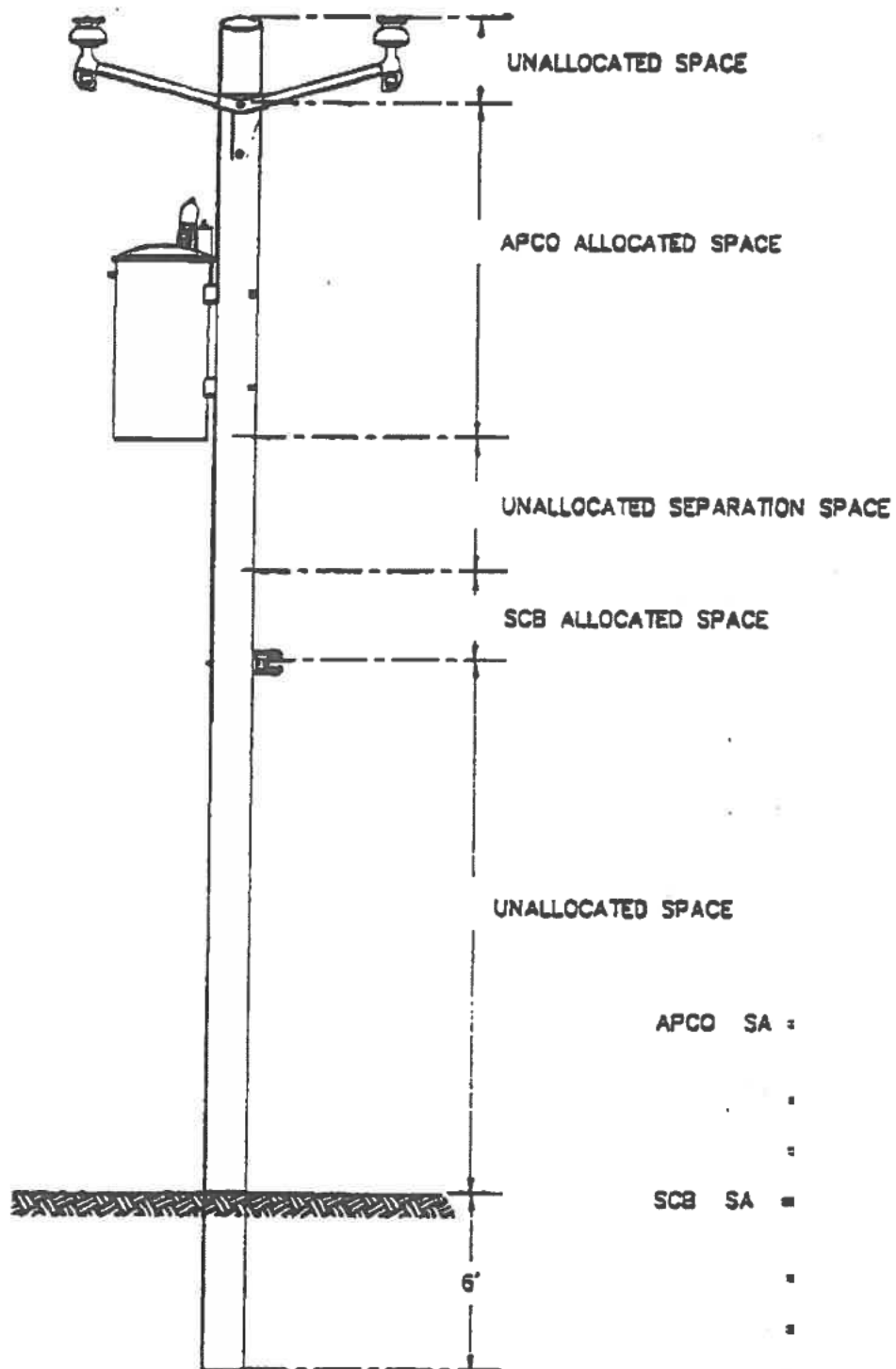


EXHIBIT 2

APPENDIX B

This Appendix, effective as of June 1, 1978, consisting of two (2) pages and six (6) Exhibits hereto, shall be used to determine annual billing for the sharing of the costs of maintaining joint use poles.

A. Prior to April 1, 1983 and each fifth year thereafter, the parties shall ascertain by actual count or other method or methods mutually agreed upon:

1. the total number of joint use poles owned by each party.
2. the number of joint use poles and the age distribution of those poles which are a) 35 foot and shorter and, b) 40 foot and taller.
3. the previous years annual charges.
4. the previous years vintage pole costs.

B. In years in which actual counts are not made the parties shall: 1) estimate the counts required in A-1 above, 2) assume that the percentages and age distributions obtained as the result of A-2 above will remain the same, and 3) acquire the actual data required in A-3 and A-4 above.

C. The data assembled each fifth year in accordance with Paragraph A above or in the interim years in accordance with Paragraph B above shall be used to calculate billing in accordance with Exhibits one (1) through six (6) of this Appendix B. Final billing shall be rendered and paid prior to April 15 of each year. Preliminary billing may be rendered and paid when mutually agreed upon.

D. After each fifth year pole count is completed the parties will "true-up" the interim year billing by taking the difference between the actual increased (or decreased) number of joint use poles and the previous fifth year pole count. The difference will be divided by five and the resulting quotient will be added (or subtracted) to the interim year estimated counts. The interim years' billing will then be recalculated in accordance with Appendix B. The retroactive adjustment payment for each interim year shall be subject to interest charges beginning the first day of January of the year following each such interim year. Said interest charges shall be compounded annually and shall continue until retroactive adjustment payments plus interest charges have been paid in full. The annual rate of interest for each year shall

be established historically and shall be the yearly weighted average prime interest rate of the First National Bank of Birmingham rounded to the nearest one-fourth percent ($\frac{1}{4}\%$). The differences in amount shall be billed accordingly and paid prior to April 15, 1983 and each fifth year thereafter.

Approved:

ALABAMA POWER COMPANY

BY R. B. Hicks
Manager - Distribution

DATE July 17, 1978



SOUTH CENTRAL BELL TELEPHONE
COMPANY

BY [Signature]
General Manager -
Facility Services

DATE 7-27-78

APPROVED AS TO FORM
BALCH, BINGHAM, BAKER, HAWTHORNE, WILLIAMS & WARD
BY [Signature]

Appendix B

Exhibit 1

QUANTITY OF JOINT USE POLES
OWNED BY EACH COMPANY

Poles On Which Joint Use Attachments Exist:

A.	<u>Pole Owner</u>	Number	Percent
	APCo	107,967	85.9
	SCB	<u>17,765</u>	<u>14.1</u>
		125,732	100.0

B. Percentage owned by APCo:

	⁸
35 Ft. & Shorter	36.6
40 Ft. & Taller	<u>63.4</u>
Total	100.0

C. Percentage owned by SCB:

	⁸
35 Ft. & Shorter	17.2
40 Ft. & Taller	<u>82.8</u>
Total	100.0

Numerical Values Are For Illustration

6-1-78

HISTORICAL COSTS OF
JOINT USE POLES OWNED BY SOUTH CENTRAL BELL
TELEPHONE COMPANY

A.	B.	C.	D.	E.
<u>Year In Service</u>	<u>Vintage 35-Foot Unit Cost</u>	<u>35-Foot & Shorter Poles % of Total In Plant</u>	<u>Vintage 40-Foot Unit Cost</u>	<u>40-Foot & Taller Poles % of Total In Plant</u>
1972		1.0903		1.5788
1971		3.2547		2.9056
1970		3.7878		3.2929
1969		3.5132		2.9654
1968		4.3369		4.3549
1967		4.6196		3.3370
1966		2.1725		1.8621
1965		5.9845		6.3650
1964		4.3127		6.4405
1963		2.7378		4.3606
1962		2.2048		4.9685
1961		4.0543		5.5991
1960		4.5873		5.7159
1959		4.8538		7.6577
1958		3.7797		5.1350
1957		2.7055		5.7543
1956		4.6277		5.1706
1955		8.4316		5.7287
1954		5.2253		3.9947
1953		2.4309		2.5896
1952		2.7298		2.5241
1951		4.6681		2.3490
1950		4.6519		3.1533
1949		3.0367		1.1987
1948		6.2026		0.9980
*		100.0000		100.0000
Historical Averages				

*Poles over 25 years old not included

Numerical Values Are For Illustration

6-1-78

APC000324

HISTORICAL COSTS OF
JOINT USE POLES OWNED BY ALABAMA POWER
COMPANY

A.	B.	C.	D.	E.
<u>Year In Service</u>	<u>Vintage 35-Foot Unit Cost</u>	<u>35-Foot & Shorter Poles % of Total In Plant</u>	<u>Vintage 40-Foot Unit Cost</u>	<u>40-Foot & Taller Poles % of Total In Plant</u>
1972		00.9418		02.7676
1971		01.6692		04.5773
1970		02.4960		04.8505
1969		03.8481		05.2013
1968		02.7229		04.7055
1967		05.0012		05.3346
1966		03.5310		03.5081
1965		03.9537		05.9482
1964		03.7424		05.8486
1963		02.9031		03.9120
1962		03.1207		03.5210
1961		02.1913		03.3916
1960		03.4191		04.7185
1959		03.1301		03.8589
1958		03.5279		03.9327
1957		04.1465		04.2356
1956		03.9724		04.5968
1955		05.4053		05.8110
1954		03.7548		04.1126
1953		02.2939		02.1709
1952		05.2064		02.4686
1951		06.5803		03.5495
1950		10.0709		03.7709
1949		05.4053		01.8252
1948		06.9657		01.3825
*		100.0000		100.0000

Historical
Averages

*Poles over 25 years old not included

Numerical Values Are For Illustration

ANNUAL CHARGE TO MAINTAIN A JOINT USE POLE
(Per Cent)

<u>Year</u>	<u>APCo</u>	<u>SCB</u>
1978		
1979		
1980		
1981		
etc.		

Numerical Values Are For Illustration

6-1-78